



*e***Let**

Landlords Home Insurance Policy



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eLet

Landlords Home Insurance Policy

Welcome to Plum Underwriting

Thank you for choosing to insure your home with Plum Underwriting.

Plum is a specialist home insurance provider, established in 2002. We offer our products to our broker partners in the UK and Ireland, and have built a consistently good reputation based on our excellent customer service and underwriting strengths.

We strive to ensure that you, the policyholder, receive a home insurance policy that is tailored to meet your individual requirements.

We choose our underwriting partners very carefully, based on their financial strength and service capabilities. The underwriter(s) for your policy is as detailed in your Policy Schedule. Our claims service is designed to respond when you need it most – 24 hours a day, 7 days a week.

As a result of our attention to customer service and policy cover we have been voted among the top 10 Personal Lines insurers by UK brokers for the last 5 years running. We are delighted to be given the opportunity to insure your home and can assure you that we will do all we can to keep you as a valued customer for many years ahead.



David Whitaker
Managing Director

Your Policy

Your policy sets out clearly what is and what is not covered and to assist **you**, any word or phrases with special meanings have been defined and are in bold.

The **policy** sections are:

1. **Buildings**
2. **Landlords Contents**
3. Accidents to **Domestic Employees**
4. Legal Liability to the Public

Your Policy Documentation

Your schedule and/or statement of fact details which sections are covered and which **underwriter** is providing the cover under each section.

It is essential that **you** read **your policy, your schedule and/or statement of fact** and any **endorsement(s)** that may be applicable very carefully. All these documents must be read together and any word or phrase which has been defined in this **policy** will have that meaning wherever it appears.

Words or phrases with special meanings which have been defined are shown in bold. A list of defined words and their meanings is shown in the section 'Definitions – Words with Special Meanings' which is on page 8.

Language

The language of this insurance contract and all communications relating to it will be in English.

Correct Information and Changes in Circumstances

The information **you** have supplied to **us** on the proposal form, and/or statement of fact and/or any supplementary information, is used to determine whether **we** will accept **your** insurance and if so the premium to be charged and the terms, conditions and exclusions to be applied.

You must therefore ensure to the best of **your** knowledge and belief that all the information **you** provide to **us** is correct and accurate at all times.

You must notify **us** as soon as practicably possible via **your broker or insurance intermediary** if:

- any information is incorrect
- there is a change in the information **you** have given **us**

We will correct or change the information and use the information to determine whether **we** will continue to accept **your** insurance and either:

1. Continue **your policy** unchanged.
2. Backdate any terms, conditions, exclusions or additional/return premium that would have applied at the effective date of the correction and/or change. This could result in a claim not being paid under this insurance.
3. Cancel **your policy** giving **you** notice as per the cancellation condition shown in this **policy** wording or on **your schedule and/or statement of fact**. This could result in a claim not being paid under this insurance.
4. Treat **your policy** as if it never existed.

We will treat **your policy** as if it never existed and **we** will not pay **your** claim if **you** or **your** representative has:

- deliberately misrepresented any information given.
- deliberately or falsely overstated information given.

Cooling Off & Cancellation

Cooling-Off Period

If **you** find this insurance does not meet **your** requirements, **you** are entitled to cancel this insurance by writing to **your broker or insurance intermediary** within 14 days of either the date **you** receive **your policy** documentation or the start of the **period of insurance**, whichever is the later.

We will refund any premium **you** have paid, providing that **you** have not made a claim.

Cancellation

1. Cancellation of **your policy** by **you**:

You may cancel this **policy** at anytime by notifying **us** via **your broker or insurance intermediary**.

2. Cancellation of **your policy** by **us**:

We may cancel this **policy** or any part of it if there are serious grounds to do so by giving **you** 21 days written notice via **your broker or insurance intermediary** detailing the reason for cancellation by recorded delivery to the correspondence address stated in **your** latest **schedule and/or statement of fact**.

We will detail the reason for the cancellation in **our** written notice to **your broker or insurance intermediary**.

Examples of where **we** would cancel **your policy** are as follows:

1. Where **we** have been unable to collect a premium payment following non-payment correspondence issued to **you** by **us**.
2. A change in the information **you** have previously given **us** where **we** are able to demonstrate that **we** would not normally offer insurance.
3. Unacceptable behaviour by **you** such as abusive behaviour or language, intimidation or bullying of **our** staff or suppliers.
4. **You** have deliberately misrepresented any information given to **us**.
5. **Your** failure to cooperate with **us** in accordance with **our** claims conditions where it affects **our** ability to process **your** claim.
6. If **you** have acted fraudulent in any way.
7. **You** have deliberately or falsely overstated information given to **us**.

Examples 4 & 7 above are more likely to result in **us** treating **your policy** as if it never existed as detailed under the 'Correct Information and Changes in Circumstances' notice under the 'Your Policy Documentation' section on page 3.

3. Cancellation by **us** following a fraudulent claim

If **you** make a fraudulent claim under this **policy** **we** will cancel **your policy** from the date of the fraudulent act.

4. Premium refund following cancellation of **your policy**

In the event of cancellation by **you, your** premium refund will be calculated as follows:

If **you** cancel after the initial 14 day 'cooling off' period any refund will be on a proportional basis and always subject to the current **period of insurance** being claim free.

If **you** have made a claim in the **period of insurance** being cancelled **we** will retain 100% of the premium and no refund will be due to **you**.

In the event of cancellation by **us, your** premium refund will be calculated as follows:

Any refund will be on a proportional basis and always subject to the current **period of insurance** being claim free. If **you** have made a claim **you** will not be eligible for a refund and **you** must pay **us** any amount **you** still owe **us** for the period for which **you** have been insured.

Customer Service & Complaints Procedure

Plum Underwriting and **your broker or insurance intermediary** are committed to providing **you** with the highest standard of service at all times. If **you** have any questions or queries about **your policy** or the handling of any claim, in the first instance please contact **your broker or insurance intermediary** shown on **your schedule and/or statement of fact**.

Customer Complaints Procedure

In the event that **you** wish to make a complaint regarding **your policy** or claim please follow the complaints procedure shown in **your schedule and/or statement of fact**.

Financial Ombudsman Service

Complaints that Plum Underwriting or **underwriters** cannot resolve may be referred to the Financial Ombudsman Service.

The Financial Ombudsman Service is a free service set up by parliament to sort out individual complaints that consumers or small business are not able to resolve with financial businesses.

Please see the customer complaints procedure shown in **your schedule and/or statement of fact** for details of the Financial Ombudsman Service.

Authorisation, Regulation & Compensation

Plum Underwriting Limited

Plum Underwriting Limited is registered in England and Wales: 04509589, 36-38 Botolph Lane, London, EC3R 8DE

Plum Underwriting Limited is authorised and regulated by the Financial Conduct Authority, FRN 309166.

Underwriters

All **underwriters** for **your policy** are detailed on **your policy schedule and/or statement of fact** under the 'underwriters' section.

You can also visit **our** website which shows further detail at www.plum-underwriting.com/about/underwriting-capacity/

All **underwriters** providing cover under this **policy** are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority unless stated otherwise in **your schedule and/or statement of fact**.

Further details can be found on the Financial Services Register at www.fca.org.uk/register

The Financial Conduct Authority

The Financial Conduct Authority (FCA) want consumers to use financial services with confidence and have products that meet their needs, from firms and individuals they can trust.

To achieve this, the FCA regulates firms and financial advisers so that markets and financial systems remain sound, stable and resilient and their aim is to help firms put the interests of their customers and the integrity of the market at the core of what they do.

You can contact the FCA as follows:

The Financial Conduct Authority
25 The Colonnade, Canary Wharf, London E14 5HS

UK: 0800 111 6768 (freephone)

From abroad: +44 20 7066 1000

Email: consumer.queries@fca.org.uk

Prudential Regulation Authority

The Prudential Regulation Authority's (PRA) role is defined in terms of two statutory objectives to promote the safety and soundness of banks, building societies, credit unions, insurers and major investment firms and specifically for insurers, to contribute to the securing of an appropriate degree of protection for policyholders.

You can contact the PRA as follows:

The Prudential Regulation Authority
Bank of England, Threadneedle Street, London, EC2R 8AH

Telephone: +44 (0)20 7601 4878

From abroad: as above

Email: enquiries@bankofengland.co.uk

Financial Services Compensation Scheme

All **underwriters** providing cover under this **policy** are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if an **underwriter** is unable to meet its obligations to **you** under this contract.

If **you** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract. The Scheme contact details are as follows:

Financial Services Compensation Scheme

10th Floor

Beaufort House

15 St Botolph Street

EC3A 7QU

Telephone: 0800 678 1100

Further information about the Scheme is available from the Financial Services Compensation Scheme: www.fscs.org.uk.

Subscribing Underwriters

Your policy or sections of **your policy** may be underwritten by more than one **underwriter**. **Your schedule and/or statement of fact** confirms who the **underwriter(s)** are for **your policy** or section of **your policy**.

Where there is more than one **underwriter** noted, each **underwriter** is solely responsible for their own percentage of **your policy** or section of **your policy**, they are not responsible for any other **underwriter(s)** percentage of **your policy** or section of **your policy**.

The responsibility does not pass to any other **underwriter** noted in the event that for what ever reason, another **underwriter** does not satisfy all or part of its obligations under **your policy** or section of **your policy**.

This is standard procedure where more than one **underwriter** is underwriting **your policy** or section of **your policy**. **You** can rest assured that Plum Underwriting Limited chooses **underwriter(s)** that are financially stable and professional ensuring that they will always meet their obligations in accordance with **your policy** or section of **your policy**.

You are also covered by the Financial Services Compensation scheme as detail at the top of this page.

You can also visit **our** website which shows further detail at www.plum-underwriting.com/about/underwriting-capacity/

Laws Applying

Choice of Law and Jurisdiction

The parties are free to choose the law applicable to this insurance contract. Unless specifically agreed to the contrary prior to the inception of this **policy**, this insurance shall be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.

Contracts (Right of Third Parties) Act 1999

A person who is not a party to this insurance has no right under the Contracts (Right of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of any third party which exists or which is available apart from the Act.

Protecting your Information

All personal information about **you** will be treated as private and confidential (even when **you** are no longer a customer), except where the disclosure is made at **your** request or with **your** consent in relation to administering **your** insurance or where Plum Underwriting Ltd are required by law.

Some or all of the information **you** supply to Plum Underwriting Ltd in connection with **your** insurance proposal may be passed to insurance companies and other companies for underwriting, claims and premium collection purposes. **Your** data will be held in accordance with the Data Protection Act 1998, under which **you** have a right of access to see personal information about **you** that is held in our records, whether electronically or manually. If **you** have any queries, please write to **your broker or insurance intermediary**.

Plum Underwriting Ltd and/or the **underwriters** and/or credit providers may use publicly available data from a variety of sources, including credit reference agencies and other external organisations to verify **your** identity or creditworthiness, to avoid fraud, and to obtain beneficial quotes and payment options on **your** behalf. Each of the searches may appear on **your** credit report whether or not **your** application proceeds.

By agreeing to these terms and conditions **you** agree to these uses of **your** information.

How to make a claim

To make a claim, **you** can contact **us** by telephone, email or post – please refer to the section ‘How to Make a Claim’ in **your schedule and/or statement of fact** for the contact details.

When notifying a claim, please provide **your** name, **policy** number (shown on **your schedule and/or statement of fact**), the name of **your broker or insurance intermediary** and full details of the loss or damage.

There are a number of claims conditions that operate, please refer to pages 16 & 17 which explain **your** duties in the event of a claim and how **we** deal with **your** claim.

Definitions - Words with Special Meanings

The following definitions apply to all sections of this **policy**. Additional definitions are shown in the sections to which they apply.

Accidental Damage

Sudden and unintentional physical damage that occurs unexpectedly and not through wear and tear, breakdown or malfunction.

Act of Terrorism

An act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

Bodily injury

Shall include death or disease.

Buildings

- the **home** and its decorations.
- fixtures, fittings and fitted appliances attached to the **home**.
- underground services, sewers, pipes, cables and drains which connect to the public mains
- **swimming pools**, hot tubs, tennis courts, drives, paths, patios and terraces, walls, gates and fences, fixed fuel tanks, septic tanks, lamp posts, wind turbines, solar panels, stairlifts and ornamental fountains and ponds **you** own or for which **you** are legally liable and within the **premises** named in the **schedule and/or statement of fact**.

Computer Viruses

A set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network.

Credit cards

Credit cards, charge cards, debit cards, bankers cards and cash dispenser cards which belong to **you**.

Domestic employee(s)

Any person employed by **you** under a contract of service which is solely for private domestic duties excluding any employee involved in demolition, alterations, extensions or renovations to any part of the **home**.

Endorsement(s)

A change in the terms and conditions of this insurance that can extend or restrict cover.

Excess

The amount shown in **your schedule and/or statement of fact** or **endorsement** which **you** will be responsible for paying in the event of each and every claim.

Heave

Upward movement of the ground beneath the **buildings** as a result of the soil expanding.

Home

The private dwelling, the garages and outbuildings rented out by **you** at the **premises** shown in the **schedule and/or statement of fact**.

Landlords Contents

Household goods and other items within the **home** which belong to or for which **you** are legally liable for.

Landlords Contents includes:

- furniture
- carpets, curtains and blinds
- domestic appliances
- televisions and other audio visual equipment
- leaseholder's fixtures and fittings (not tenant's)
- radio and television aerials, satellite dishes, their fittings and masts which are attached to the **home**
- pictures, paintings and works of art up to 5% of the **landlords contents sum insured** but not more than £5,000 for any one claim.
- property in the open but within the **premises** up to £500 in total per claim (other than radio and television aerials, satellite dishes, their fittings and masts which are attached to the **home**)
- **landlords contents** in garages and outbuildings up to £500 in total per claim

Landlords Contents does not include:

- property belonging to tenants
- motor vehicles (other than domestic gardening equipment), caravans, trailers or watercraft or their accessories
- any living creature
- any part of the **buildings**
- any property held or used for business purposes other than **landlords contents** used or held to furnish the **premises**.
- any property insured under any other insurance
- land or water
- stamp or coin collections
- **money** and **credit cards**
- bills of exchange, promissory notes, securities, deeds, registered bonds and other such documents
- stock and materials in trade, business books, plans, specifications, designs and computer records
- platinum, gold, silver, gold and silver plated articles, gemstones, jewellery, watches and furs
- clothing
- pedal cycles
- guns
- home computers, laptops, tablets, gaming consoles and mobile phones

Landslip

Downward movement of sloping ground.

Money

- current legal tender, cheques, postal and money orders
- postage stamps
- savings stamps, share certificates and savings certificates, travellers' cheques
- premium bonds, luncheon vouchers, phone cards and gift vouchers
- electronic cash pre payment cards
- travel and seasonal travel tickets

held for any purpose.

Period of insurance

The length of time for which this insurance is in force, as shown in the **schedule and/or statement of fact** and for which **you** have paid and **we** have accepted a premium.

Policy

The **policy** wording as referenced by the **policy** wording reference in **your schedule and/or statement of fact, your schedule and/or statement of fact** including any **endorsement(s)**.

Premises

The address which is named in the **schedule and/or statement of fact**.

Rebuilding expenses

- Necessary costs incurred for architects, surveyors, consulting engineers, design engineers and legal fees incurred with **our** prior agreement to assist in the repair or rebuilding of the **buildings**
- The cost incurred to clear the site and make safe provided agreement has been given by **us** unless immediate work is required to prevent further damage
- Costs incurred to comply with government or local authority requirements provided that the **buildings** were originally constructed according to any government and local authority regulations at the time, and **you** received notice of the requirement after the damage giving rise to the claim occurred

Sanitary ware

Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels.

Schedule and/or statement of fact

The **schedule and/or statement of fact** is part of this insurance and contains details of **you**, the **premises**, the **sums insured**, the **excess**, any **endorsement(s)**, the **period of insurance** and the sections of this insurance which apply.

Settlement

Downward movement as a result of the soil being compressed by the weight of the **buildings** within ten years of construction.

Subsidence

Downward movement of the ground beneath the **buildings** other than by **settlement**.

Sum(s) Insured

The amounts shown against each section, limit and/or item in **your schedule and/or statement of fact** and/or in this **policy**.

Swimming pools

Swimming pools which are permanently installed.

United Kingdom

The '**United Kingdom**' will include England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands, and journeys between these countries.

Unoccupied

When the **home** has become untenanted or not lived in and occupied overnight by **you** or a person **you** have authorised for more than 30 consecutive days.

We/us/our/underwriters

Underwriters as named in **your schedule and/or statement of fact**.

You/your/insured

The person, persons, organisation or company named in the **schedule and/or statement of fact** as the policyholder(s) and defined in the tenancy agreement as the Landlord.

Your broker or insurance intermediary

The person or persons who placed this insurance on **your** behalf.

General Conditions

The following conditions apply to all sections of this **policy**. Additional conditions are shown in the sections to which they apply.

If **you** fail to comply with any of the conditions this insurance may become invalid or affect the settlement of any claim under this **policy**.

1. Multiple Premises

Each **premises** included under this insurance is considered to be covered as if separately insured.

2. Safeguarding your Property

You must take all steps to:

- safeguard **your** property at all times to prevent loss or damage.
- maintain **your** property to a good state of repair.
- prevent accident or injury.

3. Building Works

If **you** intend to undertake any work to extend, renovate, build or demolish any part of the **buildings** and the estimated cost is more than £25,000, **you** must tell **your broker or insurance intermediary** about the work at least 14 days before the work starts and where **you** enter into any contract for the works.

If **you** do not tell **your broker or insurance intermediary** where the estimated cost is more than £25,000 **we** will not pay **your** claim.

You do not need to tell **your broker or insurance intermediary** if the work is for redecoration only.

4. Index Linking

The **buildings sum insured** is increased monthly in line with the House Rebuilding Cost Index of the Royal Institution of Chartered Surveyors.

The **landlords contents sum insured** is increased monthly in line with the Consumer Durable Section of the Retail Price Index.

For **your** protection, if either index falls below zero **we** will not reduce the **sum insured**. No charge is made for index linking during the **period of insurance** but at renewal **your** premium will be calculated on the adjusted **sum insured**.

5. Fraud Prevention

In order to protect the interests of **our** policyholders and to prevent and detect fraud, **we** may at any time:

- Share information about **you** with other organisations and public bodies including the Police.
- Check and/or file **your** details with fraud prevention agencies and databases.
- Undertake credit searches and additional fraud searches.

If **you** provide false or inaccurate information and fraud is identified, details will be passed to the fraud prevention agencies and databases to prevent fraud and money laundering.

We can supply on written request to **us** details of the databases **we** access or contribute to.

6. Premium Payment

We will not make any payment under this **policy** unless **you** have paid the premium.

7. Other Insurance

We will not pay any claim if any loss, damage or liability covered under this insurance is also covered wholly or in part under any other insurance except in respect of any amount over which would have been covered under such other insurance had this insurance not been effected.

8. Sums Insured

You have an ongoing duty to ensure that **your sum insured** represents the full value of the property insured.

For **your buildings**, the full value is the estimated cost of rebuilding if **your buildings** were destroyed (this is not the same as the market value). It must be adequate to include **rebuilding expenses**.

Your sum insured for **landlords contents** must be the cost to replace as new.

If, at the time of any loss or damage, the **sum insured** is not enough **we** will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in the **sum insured**.

For example, if the premium **you** have paid for **your buildings** insurance is equal to 75% of what **your** premium would have been if **your buildings sum insured** was enough to reconstruct **your buildings**, then **we** will pay up to 75% of any claim made by **you**.

If however the correct **sum insured** is shown to exceed **our** acceptance terms and criteria, **we** will follow the 'Correct Information and Changes in Circumstances' notice detailed under 'Your Policy Documentation' section on page 3.

9. Fraudulent Claims

If **you** or anyone acting on **your** behalf makes a claim knowing it to be false or fraudulent in amount or in any other respect **we** will cancel this **policy** from the date of the fraudulent act.

We will seek to recover any payments from **you** which **we** have already made in respect of the fraudulent claim.

This action will not affect any previous claims unless the fraudulent act took place before any previous claims in which case the **policy** will be cancelled from the date of the fraudulent act and therefore no cover exists after this date and **we** will seek to recover any payments from any previous claims which **we** paid **you** on or after the date of the fraudulent act.

10. No Claim Discount

If **you** make a claim under **your policy** **we** will reduce **your** no claim discount at the renewal date of **your policy**.

If **you** do not make a claim under **your policy** **we** will increase **your** No Claim Discount at the renewal date of **your policy** until **you** reach a maximum of 5 years.

11. Tenant Type

The tenant type **we** have accepted and agreed is shown on **your schedule and/or statement of fact**. If at the time of a claim the tenant type differs to what is shown on **your schedule and/or statement of fact** **we** will follow the procedure as detailed in the 'Correct Information and Changes in Circumstances' clause under the 'Your Policy Documentation' section on page 3 of this **policy** wording.

12. Inspection of the Premises whilst the home is tenanted

You or **your** adult representative must inspect the **premises** internally and externally once every 6 months whilst the **home** is tenanted.

A record of dates, times and any observation must be recorded in a central inspection record and made available to **us** on request.

13. Condition of Property

You must ensure that **you** notify **us** as soon as practicably possible should **you** become aware that the condition of the **home** has deteriorated by any means and/or the **home** has been subject to unlawful access or attempted unlawful access of any kind.

14. Security of the home

We will not pay any claim for loss or damage from unauthorised entry to the **home** unless the following security protections are fitted and maintained in good working order throughout the **period of insurance**:

- Final exit doors must be secured by a mortice deadlock with at least 5 levers or a rim deadlock installed conforming to British Standard 3621 or, if the door(s) are UPVC or double glazed, a multi-point locking system with either a lever or built-in deadlocking cylinder
- All other external doors must be secured by a mortice deadlock or a deadlock conforming to British Standard 3621 or by a multi-point locking system with either a lever or built-in deadlocking cylinder or key-operated security bolts fitted internally to the top and bottom.
- All opening sections of the basement, ground floor and easily accessible windows, fanlights and skylights to the **buildings** are secured by key-operated window locks.

15. When the Home is Unoccupied

We will not pay any claim for loss or damage resulting from unauthorised entry into the **home** when the **premises** are **unoccupied**, unless **you** or **your** adult representative ensures that the security of the **home** is in full and effective operation.

We will not pay any claim when the **home** is **unoccupied**, unless **you** or **your** adult representative:

- inspects the **premises** internally and externally once every 30 days
- keep a record of dates, times and any observations of internal and external inspections
- provides **us** with a copy of the inspection record when requested

Example of an inspection record:

Name	Date	Time	Observations/Actions
John Smith	17/12/2015	14:20	All rooms checked and found in good condition, left fully locked with alarm activated.

16. Inventory of the Home

You must ensure that **you** have an inventory of all the **landlords contents** in the **home** and a schedule detailing the condition of the property to avoid any misunderstandings or disputes at the end of each tenancy agreement.

17. HMO Licensing

You must contact the Local Authority in relation to the **premises** to establish whether it is classed as a HMO property. If the **premises** are classed as a HMO property then **you** must comply with any HMO Licensing requirements set by the Local Authority.

General Exclusions

The following exclusions apply to all sections of this **policy**. Additional exclusions are shown in the sections to which they apply.

What is not covered:

1. Any loss or damage:
 - that is not associated with the incident that caused **you** to claim.
 - occurring before cover starts or arising from an event before cover starts.
 - caused by deliberate acts by **you** or any of **your** employees.
 - or liability caused by deception other than by any person using deception to gain entry to **your home**.
 - caused by or resulting from the **premises** being confiscated, taken, damaged or destroyed by or under the order of any government, public or local authority,
 - caused by wear and tear or any other gradually operating cause, mechanical or electrical breakdown, fault or failure

Examples of wear & tear excluded under this policy include but are not limited to the following:

- Damp formed over a period of time
- Blocked or poorly maintained guttering
- Failure of a flat roof due to age
- Worn out carpets

Examples of mechanical & electrical breakdown excluded under this policy include but are not limited to the following:

- Electrical failure of an electrical component in televisions, computers etc
 - Mechanical failure of a clock mechanism
2. Any loss or destruction of or damage to any property or any loss or expenses arising from or any legal liability of any nature caused by or contributed to or by or arising from:
 - a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, or
 - b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
 3. Any loss, damage, expense, or legal liability caused by, contributed to, or arising from pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds.
 4. Any loss or destruction of or damage to any property, or any loss or expenses resulting or arising from, or any legal liability caused by or contributed to by or arising from;
 - a) **computer viruses**, erasure or corruption of electronic data;
 - b) the failure of any equipment to correctly recognise the date or change of date.
 5. Any loss or damage or liability occasioned by, happening through or resulting from:
 - war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power
 - confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority
 6. Any loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising from;
 - a) any legal liability of whatsoever nature;
 - b) death or injury to any person;caused by or contributed to by or arising from biological or chemical contamination due to or arising from;
 - an **act of terrorism**; and/or
 - steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, threatened, suspected or perceived **act of terrorism**.
 7. Any reduction in value of the property insured following repair or replacement paid for under this insurance.
 8. Any benefit under this **policy** to the extent that the provision of such cover, payment or such claim or provision of such benefit would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanction, laws or regulations of the European Union, **United Kingdom** or United States of America.
 9. Any loss or damage which but for the existence of this insurance would have been provided under contract, legislation, guarantee or other more specific insurance.
 10. Any loss or damage caused as a result of the **premises** being used for illegal activities.

Claims Conditions

The following claims conditions apply to sections 1 and 4 of this **policy**. Additional claims conditions are shown in the sections to which they apply. If **you** fail to comply with any of the conditions this may affect the settlement of any claim under sections 1 and 4 of this **policy**.

1. Your duties in the event of a claim – Things you need to do

a) Notifying us of a Claim

You must as soon as practicably possible provide details of the claim or possible claim, using the claims contact details as stated in **your schedule and/or statement of fact**.

b) Circumstances of the Claim

You must provide **us** with written details of what has happened within 30 days and provide any other information **we** may require.

c) Liability Claims

You must forward to **us** as soon as practicably possible, notice of the claim, if a claim for liability is made against **you**, any letter, claim, writ, summons or other legal document **you** receive.

d) Notifying the Police or Other Relevant Authorities

You must, following malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost property:

- tell the Police as soon as practicably possible and, if required, any other relevant authorities.
- obtain an incident report number (where issued), a property irregularity or other appropriate report.

e) Our Representatives

You must co-operate fully with **us** and **our** authorised representatives including loss adjusters and other experts that **we** have appointed at all times.

f) Other Information and Assistance

You must promptly provide any information and assistance **we** may require.

g) Your Authority

You must not negotiate, pay, settle, offer to settle, admit to or deny any claim without **our** prior written consent.

h) Your Duty of Care

You must take all care to limit any loss, damage or injury.

i) Evidence & Value

You must provide us with evidence of value or age (or both) for all items involved in a claim.

j) Your Property

Your property shall remain **yours** at all times. **We** shall not take ownership of or accept liability for any of **your** property unless **we** agree with **you** in writing that **we** shall do so.

k) Tenancy Agreement

You must provide **us** with a copy of the tenancy agreement and proof of the tenants deposit held on request.

If **you** fail to comply with any of the points detailed in '1. Your duties in the event of a claim – Things you need to do' shown above this insurance may become invalid.

2. How we deal with your claim

a) Payment of Claims

Subject to **you** complying with '1. Your duties in the event of a claim – Things you need to do' as detailed above, **we** will ensure that **we** will pay sums due to **you** for any valid claim allowing time for investigation and assessment of the claim.

b) Defence of Claims

We have the right to:

- take full responsibility for conducting, defending or settling any claim in **your** name
- take any action **we** consider necessary to enforce **your** rights or **our** rights under this insurance.

c) Joint Insureds

The most **we** will pay is the relevant **sum insured**. If there is more than one of **you** the total amount **we** will pay will not exceed the amount **we** will be liable to pay any one of **you**.

d) Our Rights

After a claim **we** have the right to:

- take over and conduct in **your** name, the defence or settlement of any claim.
- prosecute in **your** name to recover, at **our** expense and for **our** benefit, any payment **we** have made under this insurance.
- inspect any damaged property should **we** wish to do so.

e) Excess

If **your** claim is in respect of a single event and **we** are paying **you** under multiple sections of **your** **policy** then **we** will only deduct the highest **excess** of those sections rather than deducting each **excess** under each section.

Section 1 – Buildings - Standard Cover

The following cover applies only if **your schedule and/or statement of fact** shows that it is included.

We will not pay more than the **sum insured** less the **excess** for each **premises** shown in **your schedule and/or statement of fact**.

What is covered

This insurance covers the **buildings** for physical loss or damage caused by

1. fire, lightning, explosion or earthquake
2. aircraft and other flying devices or items dropped from them
3. storm, flood or weight of snow
4. escape of water from or frost damage to fixed water tanks, apparatus or pipes
5. escape of oil from a fixed domestic oil-fired heating installation or smoke damage caused by a fault in any fixed domestic heating installation
6. theft or attempted theft
7. collision by any vehicle or animal

What is not covered

We will not pay

- a) for loss or damage caused by fire as a result of an accumulation of combustible materials such as junk mail and newspapers not being removed at every 30 day inspection of the **premises** while the **home** is **unoccupied**
- a) for loss or damage caused by **subsidence, heave** or **landslip** other than as covered under number 9 in Section 1 – Buildings – Standard Cover.
- b) for loss or damage to domestic fixed fuel-oil tanks in the open, **swimming pools**, hot tubs, tennis courts, drives, paths, patios and terraces, gates and fences, septic tanks, lamp posts, wind turbines, solar panels and ornamental fountains and ponds.
- a) for loss or damage caused by **subsidence, heave** or **landslip** other than as covered under number 9 in Section 1 – Buildings – Standard Cover.
- b) for loss or damage to domestic fixed fuel-oil tanks, **swimming pools**, hot tubs and ornamental fountains or ponds.
- c) for loss or damage while the **home** is **unoccupied**
- d) for loss or damage due to the lack of grouting or sealant.
- a) for loss or damage while the **home** is **unoccupied**.
- b) any amount over £50,000 for clean up costs following an escape of oil.
- a) for loss or damage while the **home** is **unoccupied**.
- b) for loss or damage resulting from theft or attempted theft from the **home** unless as a result of violent and/or forcible entry or exit.

8. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously
9. **subsidence** or **heave** of the site on which the **buildings** stand or **landslip**
10. breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts
11. falling trees, telegraph poles or lamp-posts
- a) for loss or damage caused while the **home** is **unoccupied**.
- a) for loss or damage to **swimming pools**, hot tubs, tennis courts, service tanks, central heating oil tanks, ground source heating pumps, terraces, paths, drives, walls, fences, gates and hedges unless **your home** is damaged by the same cause and at the same time.
- b) for loss or damage caused by impact and infill.
- c) for loss or damage occurring while the **buildings** are undergoing demolition, structural alterations or structural repairs.
- d) for loss or damage caused by **settlement**.
- e) for loss or damage caused by riverbank or coastal erosion.
- f) for loss or damage arising from defective materials or faulty workmanship.
- g) for loss or damage arising from movement of solid floor slabs, unless the foundations beneath the exterior walls of **your home** are damaged by the same cause and at the same time.
- a) for loss or damage to radio and television aerials, satellite dishes, their fittings and masts.
- a) for loss or damage caused by trees being cut down or cut back within the **premises**.
- b) for loss or damage to gates and fences.
- c) for removing any part of the tree that is still below the ground.
- d) for restoring the site.

Section 1 - Buildings - Additional Cover

The following additional cover is automatically provided by the **policy** unless amended by **endorsement** under the '**Endorsement(s)** applying' section of **your schedule and/or statement of fact**.

What is covered

This section of insurance also covers

A – Accidental Damage to Fixtures & Fittings

We will pay for **accidental damage** to:

- fixed glass and double glazing (including the cost of replacing frames)
- solar panels
- **sanitary ware**
- ceramic hobs

all forming part of the **buildings**.

B – Accidental Damage to Services

We will pay for **accidental damage** to:

- domestic oil pipes
- underground water-supply pipes
- underground sewers, drains and septic tanks
- underground gas pipes
- underground cables

which **you** are legally responsible for and which provide services to from the **home**.

C – Loss of Rent/Alternative Accommodation

- i) The rent **you** would have received but are unable to recover while the **home** cannot be lived in following loss or damage which is covered under the events insured under numbers 1 to 11 in Section 1 – Buildings – Standard Cover; or
- ii) The cost of using other accommodation substantially the same as **your** existing accommodation, which **you** have to pay for **your** tenants and **your** tenants pets as the **home** cannot be lived in following loss or damage which is covered under the events insured under numbers 1 to 11 in Section 1 – Buildings – Standard Cover

What is not covered

We will not pay

- a) for loss or damage while the **home** is **unoccupied**.

- a) for loss or damage while the **home** is **unoccupied**.

- a) any amount over 20% of the **sum insured** for the **buildings** damaged or destroyed.
- b) any loss of rent or alternative accommodation payable after the property is reinstated and ready for habitation.
- c) any costs incurred without **our** agreement to pay.
- d) any costs recoverable elsewhere.
- e) more than 12 months for this additional cover.
- f) any loss of rent at the same time as paying the cost of alternative accommodation
- g) any alternative accommodation at the same time as paying loss of rent

What is covered

This section of insurance also covers

D – Professional Fees & Expenses

Expenses **you** have to pay and which **we** have agreed in writing for:

- architects', surveyors', consulting engineers' and legal fees
- the cost of removing debris and making safe the **buildings**
- costs **you** have to pay in order to comply with any government or local authority requirements

following loss or damage to the **buildings** which is covered under this section 1.

E – Loss of Metered Water

Increased domestic metered water charges **you** have to pay following an escape of water which is covered under the event insured under number 4 in Section 1 – Buildings – Standard Cover.

F – Sale of **your Premises**

Anyone buying the **premises** will be entitled to the benefit of section 1 for the period from exchange of contracts (or if in Scotland from the date **you** accept the offer of purchase) until completion of the sale or expiry of the insurance whichever is the sooner.

G – Trace & Access

The costs incurred to find the source of escape of:

- Water, oil or gas from any domestic water or heating installation within the **home** including subsequent repairs to walls, floors and ceilings.
- Water from underground service pipes, cables, sewers and drains for which **you** are legally responsible outside the **home** but at the address shown on **your schedule and/or statement of fact**.

H – Squatters

The cost of alternative accommodation for **your** tenants and **your** tenants pets while **your home** is occupied by squatters.

What is not covered

We will not pay

- a) any expenses for preparing a claim or an estimate of loss or damage.
 - b) any costs if government or local authority requirements have been served on **you** before the loss or damage.
-
- a) more than £1,000 in any **period of insurance**. If **you** claim for such loss under sections 1 and 2, **we** will not pay more than £1,000 in total.
 - b) for loss of metered water whilst **your home** is **unoccupied**.
-
- a) if the **buildings** are more specifically insured under any other insurance.
-
- a) more than £5,000 for any **period of insurance**.
 - b) any costs incurred whilst **your home** is **unoccupied**.
-
- a) more than £5,000 any one claim

What is covered

This section of insurance also covers

I – Ground Rent

Ground rent which **you** have to pay whilst the **home** cannot be lived in following loss or damage which is covered under the events insured under numbers 1 to 11 in Section 1 – Buildings – Standard Cover

J – Damage by Emergency Services

The cost of restoring any loss or damage caused to landscaped gardens by the Emergency Services in attending the **premises** due to loss or damage which is covered under numbers 1 to 11 in Section 1 – Buildings – Standard Cover

K – Replacement Locks

Costs **you** have to pay for replacing locks and keys to safes, alarms, outside doors and windows of the **home** following:

- a) theft or loss of **your** keys; or
- b) where there is evidence that such keys have been copied by an unauthorised person.

L – Unauthorised Use of Electricity Gas or Water

The costs of metered electricity, gas or water for which **you** are legally responsible arising from its unauthorised use by persons taking possession or occupying the **home** without **your** consent

M – Theft or attempted theft by Tenant(s)

We will pay for theft or attempted theft by **your** tenant(s)

N – Loss of Oil

Loss of domestic oil from fixed fuel oil tanks.

What is not covered

We will not pay

- a) any amount over 10% of the **sum insured** for the **buildings** damaged or destroyed.
- b) any ground rent payable after the property is reinstated and ready for habitation.
- c) any costs incurred without **our** agreement to pay.
- d) any costs recoverable elsewhere.
- e) more than 12 months for this additional cover

- a) more than £1,000 any one claim

- a) any amount over £2,500 in any **period of insurance**. If **you** claim for such loss under sections 1 and 2, **we** will not pay more than £2,500 in total

- a) more than £2,500 any one claim
- b) where **you** have not acted as soon as practicably possible to stop the unauthorised use once **you** had been made aware of the unauthorised use.

- a) if **you** do not inspect the **premises** in accordance with General Condition 12 shown on page 13.
- b) more than £5,000 any one claim
- c) any amount recoverable from **your** tenants deposit.

- a) more than £1,000 in **any period of insurance**. If **you** claim for such loss under sections 1 and 2, **we** will not pay more than £1,000 in total
- b) for loss of oil whilst **your home** is **unoccupied**

O – Emergency Entries

Damage to the **buildings** caused when the fire service, the Police or the ambulance service have to make a forced entry because of an emergency to **your** tenant staying at **your home**.

a) more than £1,000 any one claim.

P – Garden, Plants & Shrubs

Damage to **your** garden caused directly by fire, lightning, explosion, impact by any aircraft or other aerial devices, rail or road vehicles or anything dropped from an aircraft theft, vandalism and malicious damage.

a) more than £1,000 any one claim.

b) more than £250 for any one plant, tree or shrub.

c) any costs relating to any undamaged part of the garden.

d) any plants grown on a commercial basis

Section 1 - Buildings - Accidental Damage

The following applies only if the **schedule and/or statement of fact** shows that **accidental damage** to the **buildings** is included.

This extension covers **accidental damage** to the **buildings**

We will not pay

- a) for damage or any proportion of damage which **we** specifically exclude elsewhere under section 1.
- b) for the **buildings** moving, settling, collapsing or cracking.
- c) for damage while the **home** is being altered, repaired, maintained or extended.
- d) for the cost of maintenance and routine decoration.
- e) for damage caused by insects, vermin, infestation, corrosion, damp, wet or dry rot, mould or frost.
- f) for damage to **swimming pools**, hot tubs, tennis courts, drives, paths, patios and terraces, walls, gates and fences, septic tanks, lamp posts, ornamental fountains and ponds and fuel tanks.
- g) for any damage caused by or contributed to by or arising from any kind of pollution and/or contamination.
- h) for damage caused by chewing, tearing, scratching or fouling by **your** or **your** tenants pets.

Section 1 - Buildings - Conditions that Apply to this Section Only

How we deal with your claim

1. If **your** claim for loss or damage is covered under section one, **we** will at **our** option pay the costs of repairing or rebuilding as long as:
 - the **buildings** were in a good state of repair prior to the loss or damage and
 - the **sum insured** is enough to pay for the full cost of rebuilding the **buildings** in their present form and
 - the damage has been repaired or loss has been reinstated
2. **We** will pay up to 50% of the cost of replacing any undamaged parts of the **buildings** which form part of a pair, set, suite or part of a common design or function but no more than the **buildings sum insured** shown in **your schedule and/or statement of fact**.

Your sum insured

1. **We** will not reduce the **sum insured** under section one after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.
2. If, at the time of any loss or damage, the **buildings sum insured** is not enough to reconstruct **your buildings we** will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in the **sum insured**.

For example, if the premium **you** have paid for **your buildings** insurance is equal to 75% of what **your** premium would have been if **your buildings sum insured** was enough to reconstruct **your buildings**, then **we** will pay up to 75% of any claim made by **you**.

If however the correct **sum insured** is shown to exceed **our** acceptance terms and criteria, **we** will follow the 'Correct Information and Changes in Circumstances' notice detailed under 'Your Policy Documentation' section on page 3.

Limit of insurance

We will not pay more than the **sum insured** less the **excess** for each **premises** shown in **your schedule and/or statement of fact**.

Section 2 – Landlords Contents – Standard Cover

The following cover applies only if **your schedule and/or statement of fact** shows that it is included.

We will not pay more than the **sum insured** less the **excess** shown in **your schedule and/or statement of fact**.

What is covered

This insurance covers the **landlords contents** for physical loss or damage caused by

1. fire, lightning, explosion or earthquake
2. aircraft and other flying devices or items dropped from them
3. storm, flood or weight of snow
4. escape of water from fixed water tanks, apparatus or pipes
5. escape of oil from a domestic fixed oil-fired heating installation or smoke damage caused by a fault in any fixed domestic heating installation
6. theft or attempted theft
7. collision by any vehicle or animal
8. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously.
9. **subsidence** or **heave** of the site on which the **buildings** stand or **landslip**.
10. falling trees, telegraph poles or lamp-posts

What is not covered

We will not pay

- a) for loss or damage caused by fire as a result of an accumulation of combustible materials such as junk mail and newspapers not being removed at every 30 day inspection of the **premises** while the **home** is **unoccupied**.
- a) for property in the open.
- a) for loss or damage while the **home** is **unoccupied**.
- b) for loss or damage due to the lack of grouting or sealant.
- a) for loss or damage while the **home** is **unoccupied**.
- b) any amount over £50,000 for clean up costs following an escape of oil.
- a) for loss or damage while the **home** is **unoccupied**.
- b) for loss or damage resulting from theft or attempted theft from the **home** unless as a result of violent and/or forcible entry or exit.
- a) for loss or damage while the **home** is **unoccupied**.
- a) for loss or damage caused by impact and infill.
- b) for loss or damage occurring while the **buildings** are undergoing demolition, structural alterations or structural repairs.
- c) for loss or damage caused by **settlement**.
- d) for loss or damage caused by riverbank or coastal erosion.
- e) for loss or damage arising from defective materials or faulty workmanship.
- f) for loss or damage arising from movement of solid floor slabs, unless the foundations beneath the exterior walls of **your home** are damaged by the same cause and at the same time.
- a) for loss or damage caused by trees being cut down or cut back within the **premises**.

Section 2 – Landlords Contents – Additional Cover

The following additional cover is automatically provided by the **policy** unless amended by **endorsement** under the '**Endorsement(s)** applying' section of **your schedule and/or statement of fact**.

What is covered

This section of insurance also covers

A – Accidental Damage to Electronic Equipment

We will pay for **accidental damage** to televisions and other audio and visual equipment all situated within the **home** and which belong to **you** as landlord.

B – Alternative Accommodation

The cost of using other accommodation substantially the same as **your** existing accommodation, which **you** have to pay for **your** tenants and **your** tenants pets as the **home** cannot be lived in following loss or damage which is covered under the events insured under numbers 1 to 10 in Section 2 – Landlords Contents – Standard Cover

C – Loss of Oil

Loss of domestic oil from fixed fuel oil tanks

D – Common Parts

Loss or damage to **landlords contents** of Common Parts of the **premises** to which all tenants have access following loss or damage which is covered under the events insured under numbers 1 to 11 in Section 2 – Landlords Contents – Standard Cover

E – Theft or attempted theft by Tenant(s)

We will pay for theft or attempted theft by **your** tenant(s).

What is not covered

We will not pay

- a) for damage or deterioration caused in the process of repair, renovation, or dismantling.
 - b) for damage to tapes, records, cassettes, discs, memory sticks or computer software.
 - c) any amount recoverable from **your** tenant's deposit.
 - d) for mechanical or electrical faults or breakdown.
-
- a) any amount over 20% of the **landlords contents sum insured**.
 - b) any alternative accommodation payable after the property is reinstated and ready for habitation.
 - c) any costs incurred without **our** agreement to pay.
 - d) any costs recoverable elsewhere.
 - e) more than 12 months for this additional cover.
-
- a) more than £1,000 in any **period of insurance**. If **you** claim for such loss under sections 1 and 2, **we** will not pay more than £1,000 in total.
 - b) for loss of oil whilst the **home** is **unoccupied**.
-
- a) more than £1,000 in any **period of insurance**.
-
- a) if **you** do not inspect the **premises** in accordance with General Condition 12 shown on page 13.
 - b) more than £5,000 any one claim
 - c) any amount recoverable from **your** tenants deposit.

What is covered

This section of insurance also covers

F – Loss of Metered Water

Increased domestic metered water charges **you** have to pay following an escape of water which is covered under the event insured under number 4 in Section 2 – Landlords Contents – Standard Cover.

G – Replacement Locks

Costs **you** have to pay as leaseholder (not tenant) for replacing locks and keys to safes, alarms, outside doors and windows of the **home** following:

- a) theft or loss of **your** keys; or
- b) where there is evidence that such keys have been copied by an unauthorised person.

H – Ground Rent

Ground rent which **you** have to pay whilst the **home** cannot be lived in following loss or damage which is covered under the events insured under numbers 1 to 10 in Section 2 – Landlords Contents – Standard Cover

What is not covered

We will not pay

- a) more than £1,000 in any **period of insurance**. If **you** claim for such loss under sections 1 and 2, **we** will not pay more than £1,000 in total.
 - b) for loss of metered water whilst **your home** is **unoccupied**.
-
- a) any amount over £2,500 in any **period of insurance**. If **you** claim for such loss under sections 1 and 2, **we** will not pay more than £2,500 in total.
-
- a) any amount over 10% of the **landlords contents sum insured**.
 - b) any ground rent payable after the property is reinstated and ready for habitation.
 - c) any costs incurred without **our** agreement to pay.
 - d) any costs recoverable elsewhere.
 - e) more than 12 months for this additional cover

Section 2 – Landlords Contents - Accidental Damage

The following applies only if **your schedule and/or statement of fact** shows that **accidental damage** to **landlords contents** is included.

This extension covers **accidental damage** to the **landlords contents** within **your premises**.

We will not pay

- a) for damage or any proportion of damage which **we** specifically exclude elsewhere under section 2.
- b) for damage or deterioration of any article caused by dyeing, repair, renovation or whilst being worked upon.
- c) for damage caused by chewing, tearing, scratching or fouling by **your** tenant's pets.
- d) for damage caused by insects, vermin, infestation, corrosion, damp, wet or dry rot, mould or frost.
- e) for any loss or damage caused by or contributed to by or arising from any kind of pollution and/or contamination.
- f) for any loss or damage to pictures, paintings and works of art

Section 2 – Landlords Contents – Conditions that Apply to this Section Only

How we deal with your claim

1. If **you** claim for loss or damage to the **landlords contents** **we** will at **our** option repair, replace or pay for any article covered under section 2.
For total loss or destruction of any article **we** will pay **you** the cost of replacing the article as new, as long as:
 - the new article is as close as possible to but not an improvement on the original article when it was new; and
 - **you** have paid or **we** have authorised the cost of replacement.
2. **We** will pay up to 50% of the cost of replacing any undamaged parts of the **landlords contents** which form part of a pair, set, suite or part of a common design or function but no more than the **landlords contents sum insured** shown in **your schedule and/or statement of fact**.

Your sum insured

1. **We** will not reduce the **sum insured** under section 2 after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.
2. If, at the time of any loss or damage, the **landlords contents sum insured** is not enough to replace the entire **landlords contents** of **your home** as new, **we** will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in the **sum insured**.

For example, if the premium **you** have paid for **your landlords contents** insurance is equal to 75% of what **your** premium would have been if **your landlords contents sum insured** was enough to replace the entire **landlords contents** of **your home** as new, then **we** will pay up to 75% of any claim made by **you**.

If however the correct **sum insured** is shown to exceed **our** acceptance terms and criteria, **we** will follow the 'Correct Information and Changes in Circumstances' notice detailed under 'Your Policy Documentation' section on page 3.

Limit of insurance

We will not pay any more than the **sum insured** for the **landlords contents** less the **excess** of each **premises** shown in **your schedule and/or statement of fact**.

Section 3 – Accidents to Domestic Employees

This section applies only if **Landlords Contents** are insured under Section 2.

What is covered

We will pay **you**

for amounts **you** become legally liable to pay, including costs and expenses which **we** have agreed in writing, for **bodily injury** by accident happening during the **period of insurance** anywhere in the world to **your domestic employee(s)** employed in connection with the **premises** shown in the **schedule and/or statement of fact**.

Limit of insurance

We will not pay more than £5,000,000 for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed in writing.

What is not covered

We will not pay **you** for **bodily injury** arising:

- a) in Canada or the United States of America after the total period of stay in either or both countries has exceeded 30 days in the **period of insurance**.
- b) from the ownership, operation or possession of any mechanically propelled vehicle (except domestic gardening equipment).

Section 4 – Legal Liability to the Public

This section applies only if the **schedule and/or statement of fact** shows that either the **buildings** are insured under section 1 or the **landlords contents** are insured under section 2 of this insurance.

Part A - Legal Liability

Part A of this section applies in the following way:

- if the **buildings** only are insured, **your** legal liability as owner only but not as occupier is covered under Part A(i) below
- if the **landlords contents** only are insured, **your** legal liability as occupier only but not as owner is covered under Part A(i) and Part A(ii) below
- if the **buildings** and **landlords contents** are insured, **your** legal liability as owner or occupier is covered under Part A(i) and Part A(ii) below

What is covered

We will pay **you**

i) as owner or occupier for any amounts **you** become legally liable to pay as damages for

- **bodily injury**
- damage to property

caused by an accident happening at the **premises** during the **period of insurance**,

OR

ii) as a private individual for any amounts **you** become legally liable to pay as damages for

- **bodily injury**
- damage to property

caused by an accident happening anywhere in the world during the **period of insurance**.

What is not covered

We will not pay **you** for any liability

a) for **bodily injury** to

- **you**
- any other permanent member of the **home**
- any person who at the time of sustaining such injury is employed by **you**

b) for **bodily injury** arising from any infectious disease, virus or syndrome, including, but not limited to, sexually transmitted diseases or viruses, such as human immunodeficiency virus (HIV), acquired immune deficiency syndrome (AIDS) or any variations however caused.

c) arising out of any criminal or violent act to another person or property.

d) for damage to property owned by or in the charge or control of

- **you**
- any other permanent member of the **home**
- any person employed by **you**

e) in Canada or the United States of America after the total period of stay in either or both countries has exceeded 30 days in the **period of insurance**.

f) arising out of advice given, services rendered or any activity in respect of any profession, occupation or business, other than using the **premises** for the business purposes of residential letting

g) which **you** have assumed under contract and which would not otherwise have attached.

What is covered

What is not covered

We will not pay **you** for any liability

- h) arising out of **your** ownership, possession or use of:
 - i) any motorised or horsedrawn vehicle other than domestic gardening equipment used within the **premises**
 - ii) any power-operated lift (other than domestic stairlifts)
 - iii) any aircraft or watercraft other than manually operated rowing boats, punts or canoes
 - iv) any animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991, the Dangerous Dogs Act Amendment 1997, the Dangerous Dogs Act Amendment 2014, The Dogs (Northern Ireland) Order 1983, The Dangerous Dogs (Northern Ireland) Order 1991 or the Control of Dogs (Scotland) Act 2010 or any amending legislation.
- i) if **you** are entitled to payment under any other insurance until such insurance is exhausted.
- j) in respect of any kind of pollution and/or contamination other than:
 - caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the **period of insurance** at the **premises** named in the **schedule and/or statement of fact**; and
 - reported to **us** as soon as practicably possible, but not later than 30 days from the end of the **period of insurance**;in which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident.
- k) arising out of **your** ownership, occupation, possession or use of any land or building that is not within the **premises**.

Part B - Unrecovered Damages

We will pay you

sums which **you** have been awarded by a court in the **United Kingdom** and which still remain outstanding three months after the award has been made provided that:

- Part A ii) of this section would have indemnified **you** had the award been made against **you** rather than to **you**
- there is no appeal pending
- **you** agree to allow **us** to enforce any right which **we** shall become entitled to upon making payment

We will pay you

- a) for any amount in excess of £100,000.

Part C - Defective Premises Act

We will pay you

any amount **you** become legally liable to pay under section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any home previously owned and occupied by **you**.

We will pay you

- a) for any liability if **you** are entitled to payment under any other insurance .
- b) for the cost of repairing any fault or alleged fault.

Limit of insurance

We will not pay

- in respect of pollution and/or contamination: more than £2,000,000 in all
- in respect of other liability covered under section 4: more than £2,000,000 in all for Part A and C, and £100,000 for Part B for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed in writing.

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ELET/0116/PW

